**REMARKS**

The present response is to the action mailed in the above-identified case on October 11, 2006. Claims 1-11 and 18-29 are standing for examination. In the action the Examiner objects to claim 27 because of informalities. Claims 1-3, 6-10, 18-22 and 27 are rejected under 35 U.S.C. 102(b) as being anticipated by Iwamura (JP 10-51445 A). Claims 4, 5, 11, 23, 24, 28 and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Iwamura.

In response, applicant herein amends claim 27 to overcome the objection. Independent claims 1 and 18 are herein amended to positively recite that the client requests a communication session with an agent of the session hosting entity and the QoS is determined based upon an expectation of benefit to the host from said client/agent communication.

Applicant points out that Iwamura fairly teaches a third party accounting system for demand and setting out of QoS between a user and a network where the user is allowed certain QoS based upon funds available in an account or the ability to pay for the time and bandwidth requested in the communication. A user demands QoS of a certain class out of the QoS class which a network offers. This demand is usually performed with a traffic agreement set out before the demand. It judges whether the demanded QoS class is securable, and if a communication link is possible, it will notify the user's terminal and will go into the communicate mode. The system then charges the user's account for providing the communication path and the required QoS class.

Applicant teaches that in prior-art centers, QoS is controlled by a third party and offered as a service that is paid for by business entities that are accessible from the network such as communication center 410. Under a *prior-art* service routine every person that accesses center 410 has QoS assurance essentially prioritized by application demands and QoS request parameters. This means that a certain level of bandwidth is apportioned for communication quality for each data stream according to an established service class, whether just audio or both audio and video. Clients accessing the center with certain application types will automatically get preferential treatment (more bandwidth) than clients using certain other application types whether the session will be

profitable to center 410 or not.

It is a goal of the present invention to enable parameterization of QoS such that dynamic change in service for a particular data stream can be controlled by the destination of the caller, in this case, communication center 410. In a preferred embodiment, the control parameters are centered around profit for communication center 410. Software instance 408 on server 407 is a standard QoS protocol that services QoS requests according to standard network criteria with the exception that for customers identified as clients of center 410 (session hosting entity), the class segmentation is based on profit parameters rather than application requirements.

The present invention provides a system enabling a hosting entity, in this case a communication center or call center, to regulate QoS to the clients calling into the system based on whether the clients have a history or a potential to contribute to the benefit or profit of the hosting entity. An example would be a customer that has a history of frequent product purchases from the hosting entity and requests a communication session demanding higher QoS with a sales agent would be granted the higher QoS because the costs to the hosting entity for the granted QoS may be realized by receiving benefit or profit resulting from the session as in a product purchase. A customer requesting a communication session with an agent in the complaint department would not have access to the same QoS because the determined benefit to the session hosting entity would be small.

Applicant argues that Iwamura fails to teach that the customer is requesting communication sessions with agents at the session hosting entity, as claimed. Iwamura also fails to specifically teach that the QoS is granted based on an expected benefit or profit resulting from said communication. Before amendment in the present claims the "expectation of benefit" language was in the preamble of the independent claims, not in the body as a positive limitation; but this has been corrected by amendment above. Iwamura does not grant a communication path and QoS unless the funds are available and payment is made for the service. Iwamura clearly teaches a third party service which has no motivation for expected benefit or profit of a party engaged in the actual communication session such as communication center 410, which is also hosting the

communication session and determining QoS. Iwamura provides QoS from a third party provider solely based upon media type needed i.e. images, text, video, etc. in the session.

Applicant believes claims 1 and 18, as amended are patentable over the art of Iwamura, as argued above. Dependent claims 2-11 and 19-29 are patentable on their own merits, or at least as depended from a patentable claim.

As all of the claims, as amended, are patentable over the art, applicant respectfully requests that the rejections and objection be withdrawn and that the case pass quickly to issue. If any fees are due beyond fees paid with this amendment, authorization is made to deduct those fees from deposit account 50-0534. If any time extension is needed beyond any extension requested with this amendment, such extension is hereby requested.

Respectfully Submitted,
Laurent Philonenko

By */Donald R. Boys/*
Donald R. Boys
Reg. No. 35,074

Central Coast Patent Agency, Inc.
3 Hangar Way, Suite D
Watsonville, CA 95076
831-768-1755